KARIN KOMERC MD DOO
Broj 01/230024410
Datum 21.06.2023.
VETERNIK

Contract No.2022-ERGS-XSTL-ZY-002-09

Civil and Track Construction (Lot NS-II) Project of Hungarian-Serbian Railway for Section Novi Sad-Subotica-Border (Kelebia) (Km157+500.66 to Km184+635.07) Engineering Construction Subcontract - Supplementary Agreement

匈塞铁路土建及轨道工程二标诺维萨德-苏博蒂察-边境（克莱比奥）（Km157+500.66 至 Km184+635.07）段工程施工分包合同-补充协议

Contractor: SHANDONG LUQIAO GROUP CO. LTD OGRANAK

BEOGRAD-Novi Beograd

Subcontractor: KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK

This Supplementary Agreement (No.2022-ERGS-XSTL-ZY-002-09) is concluded in Subotica, on 21st. 06 2023, between:

Contractor: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong ("Party A")

And

Subcontractor: KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK, MB: 20009233, PIB: 103726184, Živorada Petrovića 8, 21203 Novi Sad, Represented by Krste Dubroja. ("Party B")

In view of :
鉴于:
山东省路桥集团有限公司与 KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK 已于 2022 年 2 月 3 日签署了匈牙利-塞尔维亚铁路塞尔维亚境内诺维萨德-苏博蒂察-边境（克莱比奥）段现代化与改扩建项目土建及轨道工程（NS-II 标）施工分包合同（合同编号：2022-ERGS-XSTL-ZY-002）（以下简称"主分包合同"）；
Civil and Track Construction (Lot NS-II) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia) Engineering Construction Subcontract (Contract No. 2022-ERGS-XSTL-ZY-002) was signed on February 3rd ,2022 by SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd and KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK (Hereinafter referred to as the "Main Subcontract");

Due to the complexity of the reconstruction project in Subotica City, pipeline relocation, railway traffic organization, and municipal traffic organization are closely connected with each other, and there are many construction interfaces, which are the most important and difficult works in this project, which restricts the overall construction period; Investor (IŽS and MGSI) and the General Contractor have extremely tight deadlines for the completion of the Km176+274 underground passage and related ancillary works;
因苏博蒂察市内改造工程复杂，管线迁改、铁路交通导改、市政交通导改相互衔接紧密，施工接口较多，是本项目的重难点工程，制约着项目总体工期；投资者（IŽS 和 MGSI）、总承包商对 Km176+274 地下通道及相关附属工程的完工工期极为紧迫；

Based on above, both parties agreed the offer of "Turn Key" with Lump Sum Price. The specific work are Km176+274 underpass, Retention R2 at Km176+225, Retention R7.1 at Km176+250, Retention R7.2 at Km176+300, Hydrotechnical installations in the underpass at Km176+274, Construction of Larssen sheet piles required for the completion of the Underpass and Retentions, Lowering the underground water, Temporary traffic organization during the execution of works for the underpass, as well as relevant works for completion of this project.
基于此，合同双方同意根据分包商的"交钥匙"总价包干的报价，具体工作为：Km176+274 地下通道、Km176+225 的 R2 蓄水池、Km176+250 的 R7.1 蓄水池、Km176+300 的 R7.2 蓄水池、

Km176+274 水利工程、为完成地下通道及蓄水池的钢板桩施工、降低地下水、Km176+274 地下通道施工期间的临时交通导改以及为完成该项目的相关工作。

In accordance with the laws of Republic of Serbia, the "back-to-back" principle of the "Main Subcontract", Article 17 of the "Main Subcontract" and related regulations, based on the principles of equality, voluntariness, fairness, and good faith, in order to complete this project with high quality, efficiency, and smoothness, both parties agree to sign this Supplementary Agreement for mutual compliance and implementation by both parties.
根据塞尔维亚法律、主分包合同“背靠背”原则、主分包合同第 17 条及相关规定，本着平等、自愿、公平、诚实信用的原则，为高质量、高效、顺利完成本工程，经双方协商一致，同意签署本补充协议以供合同双方共同遵守执行。

1. Adjustment Scope of Supplementary Agreement
1. 补充协议调整范围
1.1.The additional works are as follow:
1.1. 额外工作如下：
1.1.1. Underpass at Km176+274
1.1.2. Rentention R2 at Km176+225
1.1.3. Rentention R7.1 at Km176+250
1.1.4. Rentention R7.2 at Km176+300
1.1.5. Hydrotechnical installations in the underpass at Km176+274
1.1.6. Construction of larssen sheet pile for the underpass at Km176+274
1.1.7. Construction of larssen sheet pile for Rententions
1.1.8. Lowering underground water at Km176+274
1.1.9. Organization of road traffic during the execution of works - underpass at Km176+274
1.1.1. Km176+274 地下通道
1.1.2. Km176+225 蓄水池 R2
1.1.3. Km176+250 蓄水池 R7.1
1.1.4. Km176+300 蓄水池 R7.2
1.1.5. Km176+274 地下通道的水利工程
1.1.6. Km176+274 地下通道的拉森板桩施工
1.1.7. 蓄水池的拉森板桩施工
1.1.8. 在 Km176+274 降低地下水
1.1.9. 施工期间的道路交通组织 - Km176+274 处的地下通道

1.2.Unforeseen relocation of underground pipelines are met during the execution of works:
1.2.施工过程中遭遇不可预见的地下管线改迁：
1.2.1.Subcontractor will be responsible for all unforeseen underground pipelines. Contractor cooperates with Subcontractor to claim the new additional work with General Contractor and the Investor. If General Contractor and the Investor agreed to regard it as a additional work and approved the expense, the corresponding amount can be fully given to Subcontractor.
1.2.1.分包商将对所有不可预见的地下管道负责。 承包商与分包商合作，向总承包商和投资者索要新增工作。 如总承包商与投资人同意将其视为附加工程并同意费用，相应的金额可全额给予分包商。

2. Price of Supplementary Agreement

2. 补充协议价格

2.1The total price of this Supplementary Agreement is $10,527,363.53 (excluding VAT) (in word: Ten Million Five Hundred Twenty-Seven Thousand Three Hundred Sixty-Three and 53/100 Dollars) ; VAT shall be calculated in accordance with the Serbian VAT Law, applying the official middle exchange rate of the National Bank of Serbia for USD on the day of turnover of services.

2.1 本补充协议总价为 10,527,363.53 美元（不含增值税）（大写： 壹仟零伍拾贰万柒仟叁佰陆拾叁点伍叁美元）； 增值税应根据塞尔维亚增值税法计算，采用服务周转日塞尔维亚国家银行对美元的官方中间汇率。

2.2After signing this Supplementary Agreement, it is deemed that the Subcontractor agrees to complete the whole work without any additional requirements. The Subcontractor shall not stop construction in any way/reasons.

2.2 签署本补充协议后，即分包商同意无任何额外要求地将本工作全部完成。分包商不得以任何方式/理由停止施工。

2.3.签署本补充协议后，即分包商同意承担因设计造成的全部风险。

2.3.After signing this Supplementary Agreement, it is deemed that the Subcontractor agrees to bear all the risks caused by the design.

2.4. All work stipulated in this Supplementary Agreement shall be independently responsible and completed by the Subcontractor, and shall assume independent responsibilities for its safety, quality and supervision.

2.4.本补充协议规定的所有工作由分包商独立负责并完成，并对其安全、质量、监督承担独立的责任。

3.Method of Quantity Measurement and Payment

3. 计量及支付方式

3.1 Measurement: The measurement basis of this Supplementary Agreement is the Table of Price in Attachment. The Subcontractor shall submit Interim Payment Certificate at the end of each month and relevant support documents.

Since the Contractor must submit corresponding supporting documents to the General Contractor, thereby the Subcontractor must submit all supporting documents specified in Article 3.3 of this Supplementary Agreement in accordance with the requirements of the General Contractor and the Contractor.

The Contractor shall check/issue the Interim/Final Payment Certificate if the performed works is in accordance with the condition of this Supplementary Agreement within 7 working days after the day of receiving the complete document submitted by the Subcontractor.

3.1 计量：本补充协议的计量依据为附件中的价格表。 分包商应在每个月底提交中期付款证明和相关证明文件。

由于承包人须向总承包商提交相应的证明文件，因此分包商须按照总承包商和承包商的要求提交本补充协议第 3.3 条规定的全部证明文件。

如果已完成的工程符合本补充协议的条件，承包商应在收到分包商提交的完整文件之日起 7 个工作天内检查/签发中期/终期付款证书。

3.2.Payment：

3.2.1.Both parties agreed that the advance payment will be 50% of the Supplementary Agreement Price. after Subcontractor issued the advance payment invoice, Contractor will pay 20% of the Supplementary

Agreement Price (advance payment) to Subcontractor within 7 days, and the remaining 30% will be paid within 7 days after Subcontractor issued the Advance Payment Guarantee (50% of the Supplementary Agreement Price).
Advance Payment Guarantee will remain valid until the agreed date of completion of the Work defined in Clause 4.3. Total amount of this guarantee shall be proportionally reduced by the amount of the advance payment repaid to the Contractor by the Subcontractor.
3.2.支付：
3.2.1.双方约定预付款为补充协议价的 50%。 分包商开具预付款发票后，承包方将在 7 日内向分包商支付补充协议价款（预付款）的 20%，剩余 30%将在分包商出具预付款保函（补充协议价格的 50%）后 7 日内支付。
预付款保函将一直有效，直至第 4.3 条中规定的工程完成的约定日期为止。 该保函总额应按分包商偿还承包商预付款的金额按比例减少。

3.2.2.The refund of the Advance payment is made through interim payment certificates submitted after the receipt of the advance, starting from the first interim payment certificate. The refund rate is "10% plus the percentage of advance payment already paid" until the advance is refunded in full.
3.2.2.预付款的偿还是通过收到预付款后提交的中期付款证明进行的，从第一期中期付款证明开始。偿还率为“已支付的预付款的比例加 10%”，直至预付款全部偿还。

3.2.3.The regulations on Retention Money are consistent with the Main Subcontract.
3.2.3.保留金的规定与主分包一致。

3.2.4.After the Interim/Final Payment Certificate is issued and Contractor received corresponding payment from the General Contractor, the Contractor shall pay the Subcontractor the payable amount within 14 days. whereas, the Contractor shall make payment no later than 45 days after the day of turnover of services defined in the Interim/Final Payment Certificate (regardless of whether the Contractor has received payment from the General Contractor).
3.2.4.期中/终期付款证明开具后，且承包商收到总承包商相应款项后，承包方应在 14 日内向分包商支付应付款项。 但承包商应在期中/终期付款证明中规定的服务成交之日后 45 天内付款（无论承包商是否已收到总承包商的付款）。

3.2.5.The payment shall be made in Serbian dinars, and the applicable exchange rate shall applying the official middle exchange rate of the National Bank of Serbia for USD on the day of turnover of services of the Interim/Final Payment Certificate. (The difference of exchange rate shall be adjusted in accordance with the provisions of the Main Subcontract).
3.2.5.款项以塞尔维亚第纳尔进行支付，适用的汇率以中期支付证书/终期支付证书服务成交日塞尔维亚国家银行对美元的官方中间汇率为准。（汇率差异将按照主分包合同规定进行调整）。

3.3 For the measurement of all works defined in this Supplementary Agreement, the Subcontractor must collect and provide a corresponding set of separate supporting documents (electronic version and signed version), such as RIA (request for inspection and approval), MAR (Material Approval Request), construction log books, measurement books and proof of completed quantity, test report, valid material qualification certificate, geodetic data, etc.

3.3 所有本补充协议涵盖的全部工作的计量，分包商均须收集并提供相应的成套且单独的支撑文件（电子版及签署版），如 RIA（报检申请）、MAR（材料审批申请）、施工日志、计量书及完成数量证明、试验报告、有效材料合格证明、大地测量数据等。

3.4.For the purpose of the completion of all works unders this Supplementary Agreement, in view of the fact that the Contractor has completed the construction of Larsen sheet piles about 150m at the south of Km176+276, Contractor will issue an invoice for this executed works to the Subcontractor in amount of 250,000 euros (In word: Two Hundred Fifty Thousand Euros). The exchange rate used in this invoice is the middle exchange rate published by NBS on the date of turnover of services.
After the invoice is issued, the Subcontractor shall pay to the Contractor, or compensate between the Contractor and the Subcontractor. The payment of this invoice will be made after the Subcontractor receive first 20% of advance payment.
3.4.为完成本补充协议项下的所有工程，鉴于承包商已完成 Km176+276 南侧约 150m 的拉森板桩的施工，该费用由承包商向分包商开具该已执行工程 25 万欧元（大写：贰拾伍万欧元）的发票，该发票采用的汇率为服务成交当日 NBS 发布的中间汇率。
发票开具后，分包商应当向承包商付款，或由承包商与分包商之间进行补偿。 该发票的付款将在分包商收到前 20% 的预付款后支付。

4. Schedule Regulations of Supplementary Agreement
4.补充协议工期规定

4.1.Since the Superstructure (ballast, concrete sleepers, rails, etc) is not in Subcontractor’ s scope of works, but before September 5th, 2023, the existing railway line must be transferred to the top deck of P3 section of the underpass.
Based on this deadline for the transfer of railway line, the Subcontractor must complete all the work (Includes all work required for transfer of railway line: completion of waterproofing of top deck, concrete structure, backfill, elastic mat, etc.) of the P3 section of the underpass before August 28th 2023.
4.1.由于轨道工程（道碴、混凝土轨枕、铁轨等）不属于分包商的工程范围。但是 2023 年 9 月 5 日前现有铁路线必须转移到地下通道的 P3 顶板上。
基于转移铁路线的截止日期，分包商必须在 2023 年 8 月 28 日完成地下通道 P3 段的全部工作（包括完成顶板防水层、混凝土结构、回填、弹性垫等为转移轨道的全部工作）。

4.2.The deadline of October 5th, 2023, and the heating pipeline (works defined in Design book 6.5.7) must be completed and delivered to the Property Owner.
4.2.截止日期 2023 年 10 月 5 日，供暖管道（6.5.7 册设计中的工作）必须完成并交付给产权所有人。

4.3.The deadline of December 31st, 2023. All works must be completed and the traffic shall be resumed;
4.3.截止日期 2023 年 12 月 31 日。全部工作必须完成并恢复交通；

4.4.If the work cannot be completed as schedule, as long as the Investor(MGSI and IŽS) approve it and do not raise a claim against Contractor for the works under this Supplementary agreement, the Contractor will not raise claim against the Subcontractor for the deviation of schedule in this Supplementary Agreement.
4.4.如果工作不能按期完成，只要投资者（MGSI 和 IŽS）批准并且不对承包商就本补充协议项下的工程提出索赔，承包商不得因本补充协议中的进度偏差而向分包商提出索赔。

4.5. For the work of Lowering underground water at Km176+274, according to the mutual conclusion of the meeting between the Contractor and the Subcontractor on June 20th, 2023, the Contractor accepts the Subcontractor's price for Lowering underground water, and the subcontractor is responsible for the work of Lowering underground water.
The Contractor has completely stopped all work related to the completion of Lowering underground water on June 21st, 2023, Subcontractor is not entitled to claim for any delays and additional costs arising from the work of Lowering underground water.
If the Subcontractor thinks that the dewatering wells constructed by the Contractor on site will affect the Subcontractor's dewatering work, the Subcontractor shall immediately submit a written proposal, and the Contractor may backfill the constructed dewatering wells.
4.5.对于 Km176+274 降低地下水的工作，根据承包商与分包商于 2023 年 6 月 20 日会议协商一致的结果，承包商接受分包商降水的报价，降水工作由分包商负责。
承包商于 2023 年 6 月 21 日全面停止有关为完成降低地下水的全部工作。分包商无权就因降低地下水工作产生的任何工期延误和额外费用进行索赔。
如分包商认为承包商在现场已施工的降水井影响分包商进行降水施工，请分包商立即书面提出，承包商可以回填已施工的降水井。

5.Others
5.其他

5.1 The Supplementary Agreement is made in Chinese and English. In case of any discrepancies, the English version shall prevail.
5.1 本补充协议是用中文和英文书就。如有任何差异，以英文版本为准。

5.2 This Supplementary Agreement is an integral part of the Main Subcontract and has the same legal effect as the Main Subcontract.
5.2 本补充协议是主分包合同的组成部分，与主分包合同具有同等法律效力。

5.3 Except for the revised and supplemented clauses specified in this Supplementary Agreement, both parties to the contract shall follow the provisions of the original Main Subcontract for all other matters.
5.3 除本补充协议中明确所作修改和补充的条款之外，关于其余全部事宜，合同双方按照原主分包合同规定遵照执行。

5.4 All terms in this Supplementary Agreement, unless otherwise stated, have the same definitions as in the Main Subcontract.
5.4 本补充协议中的所有术语，除非另有说明，否则其定义与主分包合同中的定义相同。

5.5 This Supplementary Agreement is in 6 copies with the same legal effect, including 4 copies for the Contractor and 2 copies for the Subcontractor.
5.5 本补充协议一式 6 份，具有同等法律效力，其中承包商 4 份，分包商 2 份。

5.6 This Supplementary Agreement shall come into force after being signed and sealed by both parties.
5.6 本补充协议由合同双方签署并盖章后生效。

Attachment 1: Table of Price of Supplementary Agreement (Basis of measurement and settlement)
附件 1：补充协议价格表（计量结算依据）

Contractor： SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Signature:

Name: Wang Yong

Date: 2023.6.21

Subcontractor： KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK

Signature:

Name: Krste Dubroja

Date： 21st .06.2023.

Attachment 1: Table of Price of Supplementary Agreement (Basis of measurement and settlement)
附件 1：补充协议价格表（计量结算依据）

4NA. Underpass

No	Item	Unit	No. of Unit	Unit Price (USD)	Total Price (USD)	No. of Book
A	**Underpass at Km176+274**					
1	Earthworks	Completion of the works	1	422,017.95	422,017.95	2.1.1.46
2	Plain and reinforced concrete and metalworks	Completion of the works	1	6,044,224.10	6,044,224.10	2.1.1.46
3	Waterproofing works	Completion of the works	1	462,826.66	462,826.66	2.1.1.46
4	Other works	Completion of the works	1	626,987.49	626,987.49	2.1.1.46
B	**Rentention R2 at Km176+225**					
1	Rentention R2 at Km176+225	Completion of the works	1	488,071.74	488,071.74	2.16.2
C	**Rentention R7.1 at Km176+250**					
1	Rentention R7.1 at Km176+250	Completion of the works	1	113,283.64	113,283.64	2.16.7
D	**Rentention R7.2 at Km176+300**					
1	Rentention R7.2 at Km176+300	Completion of the works	1	155,039.67	155,039.67	2.16.7
E	**Hydrotechnical installations in the underpass at Km176+274**					
1	Hydrotechnical installations in the underpass at Km176+274	Completion of the works	1	400,000.00	400,000.00	3.1.3
F	**Construction of larssen sheet pile for the underpass at Km176+274**					
1	Construction of larssen sheet pile for the underpass at Km176+274	Completion of the works	1	1,035,103.92	1,035,103.92	2.1.1.46
G	**Construction of larssen sheet pile for Rententions**					
1	Construction of larssen sheet pile for Rententions	Completion of the works	1	548,346.07	548,346.07	2.16.7
H	**Lowering underground water at Km176+274**					
1	Lowering underground water at Km176+274	Completion of the works	1	216,319.90	216,319.90	2.16.7
I	**Organization of road traffic during the execution of works - underpass at Km176+274**					
1	Organization of road traffic during the execution of works - underpass at Km176+274	Completion of the works	1	15,142.39	15,142.39	8.2.2.19
Summary(USD)					**10,527,363.53**	

1.The listed prices do not include VAT

1.所列价格不含增值税；

2.The listed prices include all costs for construction, procurement and measures required by the subcontractor to complete the new additions, ie the Contractor is not obliged to pay any additional costs.

2.所列价格包含分包商为完成新增工程所需全部施工费用、采购费用及措施费，即承包商无义务支付任何额外费用.

3. The "No. of Book" refers to the number of the design drawing for the corresponding work. No matter how the subsequent design changes (Even if the amount of work is increased due to design changes, or any new work is created to complete the work listed above), All work will be carried out to completion by Subcontractor at no additional cost. If new work is approved by Investor Subcontractor will claim for payment that was accepted from Investor as additional and/or unexpected works and parties will sign Supplementary Agreement for new works that were accepted by Investor,

3.图纸编号是指相应工作的设计图纸的编号,无论后续的设计如何变化（即使因设计变更导致工程量增加，或产生为完成以上所列工作的任何新增工作）,全部工作都将由分包商无任何费用增加地实施直至完成。如果新工程获得投资者批准，分包商将要求支付投资者接受的额外和/或意外工程的付款，双方将为投资者接受的新工程签署补充协议.

4. Shotcrete work with Jet Grouting is not included in the price of the Km176+274 underpass.

4.Km176+274 地下通道的价格不包含采用喷射灌浆的喷浆施工。

5. Subcontractor will issue Interim Payment Certificate for monthly invoicing of approximate % of completion of works. When the works are completed the Subcontractor will issue last Interim Payment Certificate in amount up to 100% of the total price of this Supplementary Agreement.

5、分包商将中期支付证书，用于每月按工程完成率的大约百分比开具发票。 工程完成后，分包商将签发最后的中期付款证书，金额最高可达本补充协议总价的 100%。